

### **Three Five Customs 5 Dollar Hauler Giveaway Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

#### **Sponsor**

The Giveaway is sponsored by the Three Five Customs, 1164 Hagen Road Napa, CA 94558.

#### **Prize & Approximate Retail Value**

The prize is a 1982 Mercedes ("the car"), that was customized with a Twin Turbo LS engine by Three Five Customs, with an approximate retail value of \$20,000. All Federal and State taxes, and all other costs associated with acceptance or use of the prize are the sole responsibility of the winner.

#### **Agreement to Official Rules**

Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

#### **Eligibility**

The Three Five Customs 5 Dollar Hauler Giveaway ("Giveaway") is open only to legal residents, 18 years and older, of the fifty (50) United States and the District of Columbia. Employees of Three Five Customs and other companies associated with the promotion of the Giveaway, and their respective parent companies, subsidiaries, affiliate advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to all applicable federal, state, and local laws and is void outside the territory and where prohibited by law.

#### **Giveaway Period**

The Giveaway begins on May 22nd, 2018 at 8:00 AM Pacific Standard Time and ends on September 7th, 2019 at 5:00 PM Pacific Standard Time (the "Giveaway Period.") Entries that are submitted before or after the Giveaway Period will not qualify.

#### **How to Enter**

There are two ways to enter: 1) eligible individuals who make a purchase of Three Five Customs merchandise, either through their online store or in person, not including automotive parts, will be automatically entered once (1) for every five (5) dollars spent, not including shipping and taxes. 2) To enter without purchase you must legibly handwrite your name, address, city, state/province, zip/postal code, email address, telephone number, and date of birth on a 4x6 postcard, mailed to Three Five Customs 1164 Hagen Road Napa, CA 94558, and received no later than September 7th, 2019. All valid mail-in entries will qualify for one (1) entry into the giveaway. All mail-in entries must be sent separately with no outer envelope and have sufficient postage. Any mail in entries that are sent in bulk will be void. Additionally, photo copies or reproductions of mail-in entries will also be void. Requests for confirmation of mail-in entries will not be acknowledge, and proof of mailing will not constitute delivery nor validity of a mail-in entry. The sponsor assumes no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged incomplete, non-delivered or postage due mail; or for failure or unavailability of electronic equipment, communications or Internet connections; or other errors, failures or malfunctions of any kind.

#### **Prize Drawing**

On September 8<sup>th</sup>, 2019, the Sponsor will select one winner from all eligible entries via random drawing after 9:00 AM (Pacific Standard Time). The odds of being selected depend on the number of valid entries.

#### **Winner Notification**

The potential winner of the car will be notified by email, mail or phone no later than September 17th, 2019. If any potential winner cannot be contacted, the potential winner forfeits the prize and an alternative winner will be selected. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner fails to respond when contacted or is disqualified for any reason, Sponsor will award the car to an alternative winner by random drawing from among all remaining eligible entries.

#### **Conditions on Winner**

The person whom is declared the winner of the car will need to arrange pickup/delivery of the car with Three Five Customs and may be required to complete, sign and return an affidavit of eligibility, a liability release, and tax forms, within a stated amount of time. The winner must show a valid driver's license and evidence of insurance prior to pickup/delivery of the car. The winner will be responsible for all costs associated with transportation, taxes, title, and any other fees that may be associated with the transfer of the car. Please note, the car may not meet safety or emissions standards for on road use in some states, and the winner is responsible to check their state laws. Additionally, the winner must utilize the vehicle with all applicable state and county regulations.

#### **Publicity**

Except where prohibited, participation in the Giveaway constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photos, voices and or likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.

#### **General Conditions**

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problems, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official

Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process of the operation of the Giveaway or to be acting in violation of these Official Rules. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### **Release and Limitation of Liability**

By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and each of its officers, directors, employees, representatives, agents, parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize (including any travel or activity related thereto) including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server wireless service provider, or other connections, availability of accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure of jumbled, scrambled, delayed, or misdirected transmissions of computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical network, electronic, computer, human, printing or typographical asserts; (d) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected mail, entries, application downloads, any other errors of problems in connection with the Giveaway, including without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winner, the cancellation of postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Giveaway-related materials; or (e) injury, death, losses of damages of any kind, to persons or property which may be caused, directly or indirectly in whole or in part, from entrants participation in the Giveaway or acceptance, receipt, use, or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway (if any), and in no event, shall the entrant be entitled to receive attorney's fees or costs associated with litigation or any other action. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

#### **Disputes, Choice of Law, and Venue**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and by the appropriate court located in Napa County, California. Furthermore, before any cause of action is brought before a court, the disputant must first try to resolve the matter with the Sponsor individually, and second through a formal mediation process to be determined by the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California, and venue for any such action shall be in the appropriate court in the County of Napa, State of California.

#### **Severability & Conflicts**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **Winner**

To request the name of the winner email [threefivecustoms@yahoo.com](mailto:threefivecustoms@yahoo.com).